

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----		X	
DALIA GENDER,		:	
	Plaintiff,	:	
-against-		:	COMPLAINT
		:	
SAGI GENDER,		:	
	Defendant.	:	
-----		X	

Plaintiff Dalia Genger ("Dalia"), by and through her attorneys, as and for her Complaint against defendant Sagi Genger ("Sagi"), alleges as follows:

1. Dalia is a resident of the State of New York.
2. Upon information and belief, Sagi is a resident of the State of Florida and also maintains a residence in Connecticut.
3. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1332 because the controversy is between citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs.
4. This Court has personal jurisdiction over Sagi pursuant to CPLR 301 and 302(a) and Rule 4(k)(1)(a) of the Federal Rules of Civil Procedure.
5. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to this claim occurred in this District.
6. Pursuant to a letter agreement dated October 30, 2004, Sagi agreed to pay Dalia an amount equal to all dividends, distributions, proceeds or other payments attributable to 794.40 shares of Trans-Resources, Inc. received by Sagi and/or his sister Orly Genger (and/or any trust for the benefit of either of them), or any lesser amount demanded by Dalia. Upon information and belief, the amount received exceeds \$6,200,000.
7. In 2014, Dalia made a \$200,000 written demand to Sagi under the October 30,

2004 letter agreement and received payment thereunder.

8. Thereafter, the October 30, 2004 letter agreement was adjudicated by this Court to be a valid and enforceable contract, which decision was affirmed by the United States Court of Appeals for the Second Circuit.

9. On October 21, 2017, Dalia made a written demand to Sagi for \$6,000,000 under the October 30, 2004 letter agreement.

10. Sagi declined the demand.

FIRST CAUSE OF ACTION

11. Dalia repeats and realleges each and every one of the allegations contained in preceding Paragraphs as if fully set forth herein.

12. Dalia and Sagi entered into the October 30, 2004 letter agreement.

13. Dalia has performed her obligations under the October 30, 2004 letter agreement.

14. Sagi has not performed under the October 30, 2004 letter agreement.

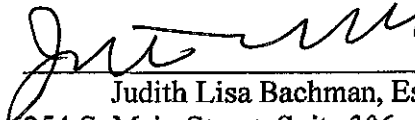
15. Sagi's failure to perform so constitutes a material breach thereof.

16. As a result, Dalia has been damaged in the amount of \$6,000,000.

PRAYER FOR RELIEF

WHEREFORE, Dalia requests a judgment against Sagi in the amount of \$6,000,000, plus such other and further relief as the Court deems just and proper.

Dated: October 23, 2017
New City, New York



Judith Lisa Bachman, Esq.
254 S. Main Street, Suite 306
New City, New York 10956
(845) 639-3210
Attorney for Plaintiff Dalia Genger
judith@thebachmanlawfirm.com